

Exhibit F



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June 22, 2017

VIA FEDERAL EXPRESS
OVERNIGHT SERVICE
Princeton Education Center LLC
1201 North Orange Street, Suite 700-7550
Wilmington, DE 19801
Attn: Jian Hua Li

Re: Termination of Asset Purchase Agreement

Dear Mr. Li:

Reference is made to the Asset Purchase Agreement by and between Dowling College and Princeton Education Center LLC Dated as of April 6, 2017 (the "APA"). Capitalized terms not defined herein shall have the meaning ascribed to them in the APA. Further reference is made to the correspondence authored by Mr. Chengyu Hou on behalf of Princeton Education Center LLC ("Buyer") dated May 26, 2017 which requested an extension of Closing by three weeks ("Extension Request") and subsequent correspondence from this firm dated May 26, 2017 (the "Breach Letter") that provided notice that Dowling College ("Seller") intended to terminate the APA 15 Business Days from the date thereof as a result of breaches (collectively, the "Breaches") by Buyer of the provisions of Sections 3.3(a) and 5.7 of the APA.

As the Breaches described in the Breach Letter were not cured by 12:59 p.m. on June 20, 2017, and remain uncured as of the date hereof, Seller hereby terminates the APA in accordance with Sections 12.1(c)(ii) and 12.2 of the APA. Seller will retain the Deposit as liquidated damages for the Breaches by Buyer as provided in section 3.2 of the APA and the Bidding Procedures Order.

Very truly yours,

A handwritten signature in blue ink that reads 'Sean C. Southard'.

Sean C. Southard

cc: Jim Chengyu Hou, Esq. (via email and overnight)
Robert S. Rosenfeld (via email)